FOR MYSORE STATE

Dept (1952) Department.

M.S SERIES.

Parsa Kas

G.O. NO. 1280

Dated 25-3-52

[Despatch Abstract.]

Mines - ML - Iron ore & Red oxide - Bellary Dt - Sandur Tk. Karadikolla area - 306 acres - grant of - Applⁿ of M/s P Venganna Setty & Bros.

REVENUE DEPARTMENT. 2892/52 14-3-52

Subject:

MINING - Mining lease - Bellary district - Iron ore and Red Oxide - Sandur Taluk, Karadikolla village - Extent 306 acres - application of M/s P.Venganna Setty & Bros., Hospet, - recommended - report submitted.

Ref.L.362/52-2 Station: M a d r a s. Dated 10th March 1952.

From

Sri N.C. Thomas, B.A., Joint Secretary, Board of Revenue.

Sri V.N. Kudva, I.C.S., Commissioner of Commercial Taxes, Excise, Prohibition and Land Revenue.

...

Read: From the Collector of Bellary Roc.21623/51.A.1 dated 4-2-52.
Range Officer, Sandur letter No.332/51 dated 10-12-51.

...

REFERENCE:

Messrs. P.Venganna Setty & Bros., Hospet have applied for a mining lease over an extent of 306 acres in Karadikolla area of Sandur Taluk The Collector states that the applicants hold two mining leases over an extent of 171 acres on the aggregate and that it is not desirable to grant mining lease for the additional area applied for. The area held by the applicants is after all less than 200 acres and the additional concession applied for cannot be deemed to be on speculative grounds. Further the Mineral Concession Rules permit any lessee to hold not less than 10 square miles and as the area now held by the applicants is insignificant, the Board recommends the grant of a Mining lease to the applicants over an extent of 306 acres in Karadikolla area subject to the special conditions in rule 41 of the Mining Concession Rules 1949.

for JOINT SECRETARY.

To ✓
The Secretary to Government, Development Department with enclosures.

PLG/10/3.

Copy of Roc.21623/51.A.1 dated 4-2-52 from the Collector of Bellary.

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Mining - Mining lease - iron ore and red oxide - Sandur taluk Karadikolla area - extent 306 acres - application of M/s P.Venganna Setty & Bros., Hospet proposals submitted.

M/s P.Venganna Setty & Bros., Hospet have applied for a mining lease for a period of 20 years to prospect for and mine Iron ore and Red-oxide of Iron over an extent of 306 acres in Karadikolla area of Sandur taluk They have remitted the application fee of Rs.200/- in Ch.No.1546 dated 19-12-51 and Rs.400/- in Ch.No.1545 dated 19-12-51 towards preliminary expenses as required by Mining Concession Rules 1949.

The Tahsildar, Sandur reports that the area is in an unsurveyed Forest Block under the control of the Forest Department and adjoins the area of 62 acres already held by the applicants on ten year mining lease from 1945. The mineral resources of the two areas are the same. The area applied for has not been occupied by any other person on Mining lease or prospecting licence.

The applicants have held two areas on lease in the same Forest Block:

(1) 109 acres .. Lease expired on 18-6-51 and now applied for renewal separately.
(2) 62 acres - Lease in force till 28-2-55.

The Tahsildar Sandur reports that the applicant till very recently kept the areas idle. During the past three months they have mined about 4000 tons of iron ore in the leased area of 62 acres. They do not have the required mining experience and are apparently not keen about working the mines themselves. Their intention in applying for a Mining lease over the

306

the additional area of 226 acres seems to be squat on the land to gain a priority right so that they may wait for an opportunity as speculative businessmen to assign their rights to any operator who would take it over from the lessees on advantageous terms.

The Tahsildar Sandur further reports that there is in all at the rail heads(Hospet and Papinayakanahalli) over 15,000 tons of ores awaiting despatch by a number of mine owners. The waggon facilities are limited as about 30 waggons with a carrying capacity of 10 tons each is allotted to each ~~xx~~ mine owner per month. As the basis of waggon allotment is the individual/~~consignor~~/consignee/ and not the output of minerals no useful purpose would be served if the same individual is granted additional areas especially in view of his neglect in the past, and this questionable intention.

Z /consignee/

In view of the above considerations it is not desirable to grant a mining lease for the additional extent applied for by the applicants.

M

D

The application, the two chalans and the sketch showing the area applied for are enclosed.

/True copy/

Copy of letter No.2355/51.H.3 dated 23-12-51. from the District Forest Officer, Bellary.

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Mining - Prospecting licence - Iron ore and Red oxide of iron(S.D.R) Sandur taluk - Kamdikolla area application of M/s Vegunna Setty and Bros., Hospet.
Ref: Your No.9063/51-A.1 dated 29-9-51.

...

I enclose a copy of Sandur Range Officer's C.332/51 dated 10-12-51 endorse the Range Officer's opinion.

2. Two sketches received from the Range Officer, Sandur are herewith submitted in original.

/True copy/

Copy of No.332/51 dated 11-12-51 from the Range Officer, Sandur to the District Forest Officer, Bellary.

...

Mining - Prospecting licence - Iron ore and Red oxide of iron(S.D.P) Sandur Taluk Karidi Kolla area - application of M/s Venkanna Setty and Bros. Hospet - report - submitted.

Ref: District Forest Officer's Rc.No.2355/51 H.3 dated 2-10-51.

...

With reference to the above, I submit that the area applied for has been inspected by the District Forest Officer, Bellary and the Range Officer on 16-11-51. The area surrounds the area of 62 acres which is already held by them on a ten year lease from 1945. The mineral resources of the two areas are the same. The mining operations in the 62 acres which is already held by them on a ten year lease from 1945. The mineral resources of the two areas are the same. The mining operations in the 62 acres ~~part~~ plot are in good progress.

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2. The area is in an unsurveyed block in N.E.S. Range under the control of the Forest Department. It is not occupied by any others. No other person has applied for this area. It does not contain limestones.

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3. This area of 306 acres for which prospecting licence has been applied for is contingious to the 62 acres plot which has been demarcated. The surface and soil deposits of the two plots are the same. Hence I recommend that they may be granted for operating licence.

K

4. The sketches are herewith submitted.

/True copy/

for JOINT SECRETARY.

PLG/11/3.

Draft of conditions under Sub Rule (2) of R ule 41 of the Mineral Concession Rules 1949.

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that

(1) The leasee shall pay half-yearly dead rent and royalty due to Government in any of the Government treasuries to thecredit of "VII. Land Revenue Misc." within one month after the close of the half-years ending December and June.

(2) The lessee shall pay an amount equal to the annual deed rent or royalty, as compensation for damage to the Land covered by the lease;

(3) The lessee should not fell trees, if any, without the previous permission of the Collector, and if it is found that he has felled any trees without such permission he shall pay the value of the trees together with a compounding fee subject to maximum of 10 times the value of the trees;

(4) the lessee shall not operate on the surface of any area prohibited by any authority such as laying out roads, erecting buildings, machinery etc., without the previous permission of such authority or the provincial Government.

(5) the lessee shall not use land for surface occupation without giving proper notice to the Collector.

(6) the lessee shall provide xx full equipment of weighing machines of modern type of prescribed by the Collector, for weighing the minerals collected by him.

(7) the lessee shall not cause any damage to the forests and if he causes any damage, the lessee shall be liable to make good the loss as assessed by the Officer of the Forest Department and also be liable for prosecution.

(8) the lessee shall take such precautions as are necessary to secure pits and shafts by putting up wire fencing of such other protection to the satisfaction of the Collector to prevent accidents.

(9) on the occurence of any accident, the lessee shall report such accident immediately to the police, The Factory Inspector and the Labour Commissioner.

(10) the lessee shall execute an indeminity bond to Government agreeing to pay claims of third persons.

(11) the lessee shall deliver the possession of lands and mines on the expiration or the termination of the lease to Government and the Government shall have the right of forfeiting the property left over after such termination or determination of the lease, and

(12) In the event of War or other emergency Government shall have power to take possession of plant, machinery, premises and mines.

(13) The leasee shall indemnity the Government of Madras against all claims and suits which may be made or brought by any person in respect of any damage or disturbance caused by(*injury) the lessee.

/True Copy/

SV/9.7.

10/2917

Development (J) Department.

Mines- Mining lease- Iron ore and Red oxide of iron - Bellary District - Sandur taluk- Karadikolla ~~village~~ area - 306. acres ~~in S.No.~~ — grant of- Application of Messrs. P. ~~Sanctioned.~~ Vengamma Setty and Brothers -

Read:

From the Board of Revenue Ref:-No. L. 862/52-2 dated 10.3.52.

G.O.Ms.No. 1280 dated 25.3.52

The Government sanction the grant ~~of~~ to Messrs. P. Vengamma Setty and Brothers of a mining lease for Iron ore and Red oxide of iron for a period of 20 years over an extent of 306 acres in ~~S.No.~~ Karadikolla area ~~village~~, Sandur taluk, Bellary District subject to the conditions mentioned in sub-rule (1) of rule 41 of the Mineral Concession Rules, 1949, and also to the following conditions:

(i) the lessee shall pay rents and royalties in any Government Treasury before the 10th January of every year;

(ii) the lessee shall pay before the expiry of the lease, or its sooner determination by either party, an amount equal to the annual dead rent or such higher amount as may be fixed by the Collector of the district in his discretion, as compensation for damage to the land covered by the lease;

(iii) the lessee shall not fell trees if any, without the previous permission of the Collector and if it is found that he has felled any trees without such permission he shall pay the value of the trees together with a compounding fee subject to a maximum of 10 times the value of the said-trees;

(iv) the lessee shall not operate on the surface of any area prohibited by any authority by laying out roads, erecting buildings, machinery, etc. without the previous permission of such authority or the State Government;

p.t.o

(v) the lessee shall not use land for surface occupation without giving proper notice to the Collector;

(vi) the lessee shall provide and shall keep at all times at or near the pit head full equipment of weighing machines of modern type to the satisfaction of the Collector for weighing the minerals collected by him;

(vii) the lessee will exercise the liberties and powers hereby granted in such a manner as to offer no un-necessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Governor and to the holder of prospecting licences or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting, working developing and carrying away the same;

(viii) the lessee shall take such precautions as are necessary to secure pits and shafts by putting up wire fencing or such other protection to the satisfaction of the Collector to prevent accidents;

(ix) that on the occurrence of any accident, the lessee shall report, such accident immediately to the nearest police station the nearest Factory Inspector and the Labour Commissioner

(x) the lessee shall execute an indemnity bond to Government against the claims of third parties;

(xi) the lessee will at the expiration or sooner determination of the said term deliver up to the Governor all mines, pits shafts, including drifts, levels, waterways, airways and other work (now existing) hereafter to be sunk or made under the said lands (except such as may have been abandoned with the sanction of the Governor or in any ordinary and fair course of working) and all (engines, machinery plant, buildings,

p.t.o

structures and other works and conveniences which at the commencement of the said term were upon or under the said lands and all) engines, machinery, plant and fixtures set up by the lessee below ground level which cannot be remov without causing injury to any mines or works under the sa lands (except such of the same as may with the sanction of the Governor have become disused) and all buildings and structures of brick or stone erected by the lessee above ground level in good repair order and condition and fit in all respects for further working of the said minerals.

(xii) if after the determination of the lease there shall remain in or upon the said lands any engines machine plant buildings structures tramways, railways and other works erections and conveniences or minerals or mineral or es or other property which the lessee is entitled to remove from the said lands the same shall, if not removed by the lessee within one calender ~~xx~~ month after notice in writing requiring their removal is given to the lessee by the Collector be deemed to become the property of the Government of Madras and may be sold and disposed of for the benefit of the Government of Madras in such manner as they shall deem fit without liability to pay any compensati or to account to the lessee in respect thereof;

(xiii) In the event of the existence of a State of war or of grave national emergency (of which the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be the conclusive proof) the Governor after notice inwriting to the lessee under the hand of any Secretary to Government of his intention so to do may forthwith take possession or assume control of the works, plant and machinery and premises of the lessee at or in connection with the said mines and may pre-empt at prices fixed by the Governor all the minerals (and all products thereof) extracted from or lying upon the said mines during such possession or control and the lessee shall conform and obey all directions given by or on

p.t.o

on behalf of the Governor regarding the use or employment of such works, plants, premises provided that a fair compensation which shall be determined by the Governor and shall be paid to the lessee for all loss or damage sustained by reasons or in consequence of the exercise of the powers conferred by this clause; provided also that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause;

(xiv) (a) the ~~licensee~~ lessee shall not enter upon or commence prospecting or mining operations in any reserve forest situate upon the said lands without thirty days previous notice in writing to the District Forest Officer nor without obtaining and written sanction of that officer nor otherwise than in accordance with such condition as that officer may in his absolute discretion prescribe;

(b) the area ~~without~~ within the reserved forest limits must be demarcated by a declared fire line of 40 ft. wide which will be cut and kept cleared by the Forest Department atthe expense of the lessee;

(c) the lessee must at all times permit the Forest Department to enter upon the land for the purpose of maintaining or repairing existing boundary lines within the area and must pay the cost of such maintenance or repair as determined by the District Forest Officer;

(d) the lessee must take suitable precautions to prevent fires from spreading into the adjoining reserve forest from the land and if such fires accidentally occur he must render all possible assistance in putting them put;

e) the lessee shall not cut any trees or growth on the area granted in excess of 20 per cent of the number of trees on the whole area under the lease without the previous permissio of the District Forest Officer and the value of such trees etc. shall be paid for by the lessee at rates to be fixed by the District Forest Officer; he must not deface or interfere with

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any boundary stone or marks; if any boundary mark is accidentally damaged, he must bring the matter immediately to the notice of the Range Officer;

(xv) The lessee should keep the stocks of beryl or any other "prescribed substance" under section 3 of the Atomic Energy Act, No.XXIX of 1948, if they occur in the property covered by the lease with a view to making them available to the Government of India.

2. The rates of royalty, dead rent and surface rent shallbe as follows:

ROYALTY:

Iron ore
(a) used for extraction of iron - As. 8. per ton
(b) used for other purposes - Re. 1. per ton.
Red oxide of iron ——— Three percent of the Sale value at the pit's mou

DEAD RENT:

Iron ore for extraction of iron Rs. 5. /- per acre per annum.
Red oxide of iron Rs. 10/- per acre pe annum.

SURFACE RENT: at such rate as the land revenue and cesses asscessable on the land are paid.

3. The applicant should pay a deposit of ~~Rs. 500/-~~ Rs 1000/- as prescribed in rule 36 of the Mineral Concession Rules, 1949, before the lease is actually executed.

4. The terms and conditions stated in the above para are subject to such further modifications, additions and alterations as may be included in the lease deed when finalised.

5. The Collector of Bellary is requested to ——— take necessary further action.

20/3/52 Ks 20/3/52.

20.3.52 22.3.52

Comp 31/3/52

To ~~the Board of Revenue~~ The D. J. & C. (with records)
To the Collector of Bellary.
CB. entry against for excuting the lease deed and the indemnity bond.

To
Messrs. P. Venguna Setty and Brothers
T.A. 5.52. Merchants, Hospet.,
Bellary district.

Devt. J.

Sub:. Mining - Mining lease - Bellary district - Iron ore and Red oxide - Sandur Taluk Karadikolla village - Extent 306 acres Application of Messrs. P. Vengamma Setty and Brothers, Hospet.

Ref:. From the Bd. of Rev. no. L. 862/52-2 date 10. 3. 52

J. A. S.

. Messrs. P. Vengamma Setty and
11-1-2 of (1) Brothers have applied for a mining lease for 20 years for iron ore and red oxide of iron over an extent of 306 acres in Karadikolla, area of Sandur Taluk, Bellary district. He
p. 3 5 of (2) has remitted Rs. 200/- towards application fees and Rs. 400/- towards preliminary expenses. Messrs P. Vengamma Setty Brothers hold a Certificate of approval for the year 1952.

The Collector of Bellary reports that this area is an unsurveye
A'cc. p. 1 C.F. Forest Block under the control of the Forest Deptt. and adjoins the area of 62 acres already held by the applicants on ten year mining lease from 1945. The mineral resources of the two areas are reported to be the same and the
do - area applied for has not been occupied by any other person on mining lease or prospecting licence.

The Collector further reports that they had already two areas on lease and that

till very recently they kept the areas idle. During the past three months they have mined about 4000 tons of iron ore in the leased area of 62 acres. The Collector states that their intention in applying for a mining lease over the additional area of 306 acres seems to gain priority right so that they may wait for an opportunity as speculative businessman to assign their rights to any operator who would take it over from the lessees on advantageous terms. The Collector of Bellary further reports that as the waggon facilities are limited no useful purpose would be served if the same individual is granted additional areas. In view of these considerations the Collector of Bellary ~~does not recommend~~ states that it is not desirable to grant a mining lease for the additional extent applied for by Messrs. P. Venganna and Brothers.

But the District forest officer Bellary states that the area now applied for surrounds the area of 62 acres which is already held by them on a ten year lease from 1946. He states that the mining operations in the 62 acres plot are in good progress. The area in question is an unsurveyed block in N.E. B. Range under the Control of the Forest Department. The Range officer ~~he~~ states that this area of ~~62 acres~~ 306 acres is contiguous

24/22/3

to the 62 acres plot which has been demarcated and recommends that Messrs. P. Venganna Setty and Brothers may be granted the lease.

P.C.F

The Board states that the area held by the applicants is less than 100 acres and the additional concession applied for cannot be deemed to be on speculative grounds Further the Mineral Concession Rules permit any lessee to hold an area not less than 10 square miles and as the area now held by the applicants is insignificant the Board recommends the grant of the mining lease to the applicants over an extent of 306 acres in Karadikolla area Subject to the special conditions in Rule 41 of the M.C. Rules 1949.

K' on P.C.F

For orders whether the Board's recommendation may be accepted. Subject to orders a draft order is submitted for approval.

B
20/3/52 dkn 20/3/52

may be granted
20/3/52 DSI
D 522/3/51 S.P.T. (Inst)

SECRETARY TO GOVERNMENT
25 MAR 1952
DEVELOPMENT DEPARTMENT

cl 24/3 H.M. (2nd)

4

Devt. J.

J o A. S.

(Orders on p. 3 above)

Necessary entries have been made in the M. L. Register against item no. 248. The draft order below may now issue

25.3.52.

20/3/52.